

October 18, 2011

**PRIVILEGED & CONFIDENTIAL**

The Estate of Stephen C. Popovich  
c/o Stephen Popovich & Dominic Lemmo  
1407 Shagbark Trail  
Murfreesboro, Tennessee 37130

Re: **The Estate of Stephen C. Popovich v. Sony Music Entertainment, et al.**  
Case No. 1:11-cv-2052

Dear Steve and Dominic:

Chip and I really enjoyed meeting with you last week and we are looking forward to the battle with Sony and doing all we can to carry out the wishes of Steve, Sr.

We appreciate the confidence you have placed in us, and I can assure you that we will devote our best efforts to representing the Estate in this matter. For the reasons we discussed last week, we have agreed to take your case on a contingency fee basis. As a result, Ohio Revised Code §4705.15 and the Rules of Professional Conduct require that our agreement be set forth in writing and signed by each of us.

A contingent fee is an attorney fee that is payable only if there is a recovery. Our contingency fee will be 33-1/3 percent of the total amount recovered on your behalf by way of suit, compromise, settlement, verdict or judgment. Unless we otherwise agree, our fees will be paid when sums are first disbursed to you.

As you know, we will be working closely with Anthony Calabrese, Esq. in this matter. He will provide valuable support to our litigation team and both of our offices assume full responsibility for your representation. As a result, we anticipate sharing our contingency fee on the basis of the amount of work that each firm performs in this matter. We hold Anthony in extraordinarily high regard and are looking forward to working with him to obtain the best result possible for you and The Estate.

During the course of any litigation, it is necessary to incur expenses for costs such as filing fees paid to the Court (for filing the complaint), expert witness fees and deposition transcription fees. Although we will pay these costs as they are incurred, you are responsible for the expenses associated with your particular case regardless of the outcome. These costs will be billed to you on a monthly basis and you agree to pay these expenses in a timely manner. If there are unpaid expenses at the time money is to be disbursed to you, our contingency fee will first be deducted from the recovery, followed by a deduction of the unpaid expenses. We will consult with you before undertaking any activity that would result in an out-of-pocket expense in excess of \$250.00.

Pursuant to this engagement letter, we also agree to undertake representing the Estate in connection with any appeals in this matter. As your case progresses, we will continually evaluate the likelihood of success or failure of your claims, and the likelihood that one or more parties may appeal a judgment rendered.

Please sign and return this letter to indicate your understanding of, and agreement with, the terms of our representation of you in this case. If you have any questions, or if you feel the above does not accurately reflect our agreement, please do not hesitate to call me. Once again, we are honored to represent the Estate in this dispute with Sony that consumed the last 20 years of Steve's life and will endure -- as he predicted -- following his death. We have a responsibility to Steve and you and we are looking forward to achieving justice for all of you.

Very truly yours,

Date: \_\_\_\_\_

By:   
Rex H. Elliott

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Anthony O. Calabrese

Date: 11/2/11

  
Stephen Popovich

Date: \_\_\_\_\_

  
Dominic Lemmo